

6408-A

Counterpart No. 4
Of 5 Counterparts

RECORDATION NO. _____ Filed & Recorded

FEB 15 1973 - 10 40 AM

INTERSTATE COMMERCE COMMISSION
THIS SUPPLEMENTAL AGREEMENT, dated as of February 1,

1973, by and between THE FIRST NATIONAL BANK OF BIRMINGHAM, a national banking association organized and existing under the laws of the United States of America, as Agent under that Finance Agreement dated as of June 15, 1971, hereinafter called "Bank", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called "Railroad Company";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of June 15, 1971, hereinafter called "Conditional Sale Agreement", by and between F. J. Douai and K. W. Wiser, and L&N Investment Corporation, therein and hereinafter collectively called "Vendors", and the Railroad Company, as Vendee, the Vendors agreed to construct or reconstruct, sell and deliver to the Railroad Company, on the terms and conditions as therein set forth, the cars described therein; and

WHEREAS, by an Agreement and Assignment dated as of June 15, 1971, hereinafter called "Assignment", the Vendors sold, assigned, transferred and set over unto the Bank, its successors and assigns, all their right, title and interest under the Conditional Sale Agreement; and

WHEREAS, said Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on November 24, 1971 at 9:40 A. M. and assigned Recordation Number 3675; and

WHEREAS, interest under the Conditional Sale Agreement is computed at the "prime rate" plus 1/4 of 1% per annum; and

WHEREAS, the "prime rate" is defined in Section 2(B) as follows:

"The 'prime rate' is defined as the lowest rate in effect by the majority of the seven (7) largest New York City banks to substantial and responsible borrowers for short-term loans. In the event that, from time to time, the prime rate shall have been changed by a majority of said New York City banks, then, for purposes herein, the prime rate shall be deemed to be the changed rate, to become effective on the effective date of such change announced by the bank or banks creating the new majority of said banks. For purposes hereof, the seven (7) largest New York City banks are Chase Manhattan Bank, First National City Bank, Irving Trust Company, Manufacturers Hanover Trust Company, Bankers Trust Company, Chemical Bank, and Morgan-Guaranty Trust Company of New York."

and;

WHEREAS, because the computation of interest has become an unduly complicated and onerous task due to the frequent changes in the defined prime rate, the Bank and the Railroad have agreed, with the express consent of the Banks

named in Exhibit A to that Finance Agreement dated as of June 15, 1971, to redefine the term "prime rate" and to base it on the prime rate of The First National Bank of Birmingham.

NOW, THEREFORE, the Bank and the Railroad Company hereby agree to delete that portion of Section 2(B) of the Conditional Sale Agreement which reads as follows:

"The 'prime rate' is defined as the lowest rate in effect by the majority of the seven (7) largest New York City banks to substantial and responsible borrowers for short-term loans. In the event that, from time to time, the prime rate shall have been changed by a majority of said New York City banks, then, for purposes herein, the prime rate shall be deemed to be the changed rate, to become effective on the effective date of such change announced by the bank or banks creating the new majority of said banks. For purposes hereof, the seven (7) largest New York City banks are Chase Manhattan Bank, First National City Bank, Irving Trust Company, Manufacturers Hanover Trust Company, Bankers Trust Company, Chemical Bank, and Morgan-Guaranty Trust Company of New York."

and to substitute therefor the following:

"For purposes hereof, the 'prime rate' is defined as the lowest rate in effect by The First National Bank of Birmingham to substantial and responsible borrowers for short-term loans. Each semi-annual payment of interest payable on and after April 15, 1973 shall be calculated based on the prime rate of The First National Bank of Birmingham in effect on the due date of the immediately preceding semi-annual interest payment."

The Railroad Company will cause this Supplemental Agreement to be filed and recorded in the office of the

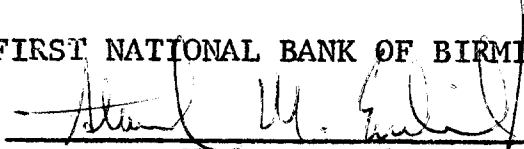
Interstate Commerce Commission pursuant to the provisions of Section 20c of the Interstate Commerce Act, and will furnish to the Bank certificates or other evidence satisfactory of such filing and recordation.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Bank and the Railroad Company have caused these presents to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed, duly attested as of the day and year first above written.

THE FIRST NATIONAL BANK OF BIRMINGHAM, As Agent

By


Vice President

(Corporate Seal)

ATTEST:


Assistant Cashier

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By

R. E. Birka

Vice President

(Corporate Seal)

ATTEST:

R. K. Foster

Assistant Secretary

STATE OF ALABAMA)
) SS:
COUNTY OF JEFFERSON)

The undersigned, a Notary Public for the State and County aforesaid, certifies that, on the date hereinafter stated, personally appeared before me in said State and County, Stanley M. Erderich, Jr., to me personally known, who thereupon produced before me the foregoing instrument, and who, being by me duly sworn, says that he is Vice President of The First National Bank of Birmingham, Agent, a national banking association, that the seal affixed to said instrument is the corporate seal of said association, that said instrument was signed and sealed by him on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution and delivery of said instrument was the free act and deed of said association.

Witness my hand and notarial seal this 1st day of February, 1973.

Lybil B. Kuter

Notary Public

Jefferson County, Alabama

Notary Public, Alabama State at Large

My commission expires Dec. 7, 1974

My Commission expires Bonded by Home Indemnity Co. of N. Y.

(Notarial Seal)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The undersigned, a Notary Public for the Commonwealth and County aforesaid, certifies that, on the date hereinafter stated, personally appeared before me in said Commonwealth and County, *R. E. Zesch*, to me personally known, who thereupon produced before me the foregoing instrument, and who, being by me duly sworn, says that he is Vice President of Louisville and Nashville Railroad Company, a corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that the instrument was signed and sealed by him on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and delivery of said instrument was the free act and deed of said corporation.

Witness my hand and notarial seal, this 26th day of January, 1973.

Normal J. Jones
Notary Public
Jefferson County, Kentucky

My Commission expires *MARCH 4, 1973*.

(Notarial Seal)